

**EXHIBIT A**

**Wolfshohl Declaration**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

<b>In re:</b>	§	
	§	<b>Chapter 7</b>
<b>ALEXANDER E. JONES,</b>	§	
	§	<b>Case No. 22-33553 (CML)</b>
<b>Debtor.</b>	§	
	§	

**DECLARATION OF JOSHUA W. WOLFSHOHL IN SUPPORT OF APPLICATION  
FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF PORTER HEDGES LLP AS CO-COUNSEL  
FOR CHRISTOPHER R. MURRAY, AS CHAPTER 7 TRUSTEE**

I, Joshua W. Wolfshohl, declare as follows:

1. I am a partner in the law firm of Porter Hedges LLP (“PH”). I am admitted in, practicing in, and a member in good standing of the State Bar of Texas.
2. Except as otherwise indicated, all facts set forth in this supplemental declaration are based upon my personal knowledge, information supplied to me by other PH professionals or paraprofessionals or learned from my review of relevant documents. To the extent any information disclosed herein requires amendment or modification as additional party in interest information becomes available to PH, a supplemental declaration will be submitted to this Court reflecting such amended or modified information.
3. I submit this declaration in support of the *Application for Entry of an Order Authorizing the Retention and Employment of Porter Hedges LLP as Co-Counsel for Christopher R. Murray, as Chapter 7 Trustee* (the “Application”),<sup>1</sup> as required by Bankruptcy Code sections 327(a) and 328, Bankruptcy Rules 2014(a) and 2016(b), and Bankruptcy Local Rules 2014-1(a) and 2016-1.

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Supplement.

## **QUALIFICATION OF PROFESSIONALS**

4. On June 14, 2024, the Trustee retained PH to represent him as bankruptcy co-counsel in connection with the administrative of the Debtor's estate, the wind down of the Debtor's business, and other matters as the Trustee requests. PH is familiar with the Debtor's affairs and business and has become aware of many of the potential legal issues that might arise in the context of the Chapter 7 Case.

5. The Trustee selected PH as bankruptcy co-counsel based upon, among other things, PH's recognized expertise in the field of chapter 7 trustee representations and large and complex business reorganizations, restructurings, asset sales, and liquidations. PH possesses extensive experience and knowledge practicing before bankruptcy courts in, amongst other things, large and complex chapter 11 cases and in chapter 7 and chapter 11 trustee representation, including many cases before this Court.

6. Due to PH's experience and knowledge, I believe that PH is well qualified to act on the Trustee's behalf on the matters within the scope of its retention. The retention of PH, with its experience representing debtors and chapter 7 trustees, will contribute significantly to the efficient administration of the estate, thereby minimizing expense to the estate and facilitating the progress of the Chapter 7 Case. Accordingly, subject to this Court's approval of the Application, PH has agreed to perform the services requested by the Trustee as set forth herein.

## **SERVICES TO BE PROVIDED**

7. It is my understanding that the Trustee believes the employment of PH as bankruptcy co-counsel is necessary and that the services to be rendered by PH within its assigned areas of responsibility will include, but are not limited to, assisting the Trustee with the liquidation of the Debtor' remaining non-exempt assets, the wind down of the Debtor's business, the investigation and prosecution of estate causes of action and other matters as the Trustee requests.

8. PH will serve as co-counsel alongside Jones Murray LLP, whose retention will be separately requested. PH intends to carefully monitor the efforts of all other professionals the Trustee retains in the Chapter 7 Case and to coordinate with such professionals to clearly delineate their respective duties in order to prevent duplication of effort, whenever possible.

#### **STATEMENT OF DISINTERESTEDNESS**

9. PH and certain of its partners, counsel, and associates may have in the past represented, may currently represent, and may in the future represent parties in interest of the Debtor. Except as may be set forth below, all such representations have been in matters unrelated to the Debtor and the Chapter 7 Case. PH has searched its electronic database for its connections to the entities listed on Appendix 1 hereto (the “Potential Parties-in-Interest”).<sup>2</sup> The information listed on Appendix 1 may change during the pendency of the Chapter 7 Case.

10. PH entered the names of the Potential Parties-in-Interest into a computer database containing the names of all clients and conflict information concerning such clients of PH. This inquiry revealed that certain of the Potential Parties-in-Interest are current, or were former, PH clients. Attached as Appendix 2 to this Declaration is a list of Potential Parties-in-Interest that are current or former clients of PH. PH’s investigation and research of the Potential Parties-in-Interest has not been able to eliminate the possibility that Potential Parties-in-Interest other than those listed on Appendix 2 may be current or former clients of PH because: (a) the names of the Potential Parties-in-Interest are similar to, but not identical to, current or former PH clients; or (b) the names of the Potential Parties-in-Interest are common names that appeared on our conflict search results, but do not appear to be the same individuals or entities that are parties in interest herein. Through the information generated from this computer inquiry, and through follow-up inquiries with PH

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<sup>2</sup> The names of the entities on the list of Potential Parties-in-Interest were provided to PH for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose.

attorneys as necessary, it was determined that the representation of the Potential Parties-in-Interest disclosed on Appendix 2 hereto concerned matters unrelated to the Debtor and the Debtor's estate and in which such clients were not adverse to the Debtor or the Debtor's estate.

11. None of the parties listed on Appendix 2 represented more than 1% of PH's total client billings for the period from June 1, 2023 through June 1, 2024.

12. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither PH, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, have any connection with the Trustee, the Debtor, his creditors, or any other parties in interest, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except as may be disclosed or otherwise described herein.

13. Based upon my review of all of PH's connections in the Chapter 7 Case, I submit that PH is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that the Firm, its partners, counsel and associates:

- a. are not creditors, equity security holders or insiders of the Debtor;
- b. are not and were not investment bankers for any outstanding security of the Debtor;
- c. have not been, within three years before the Petition Date, (i) investment bankers for a security of the Debtor; or (ii) an attorney for such an investment banker in connection with the offer, sale or issuance of a security of the Debtor; and
- d. are not and were not, within two years before the Petition Date, a director, officer, or employee of the Debtor or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

11 U.S.C. § 101(14).

14. As of the Petition Date, no PH attorney owns any equity securities issued by the Debtor, who is an individual, and I am not aware of any PH attorney that owns any note or other debt instrument issued by the Debtor.

15. PH will periodically review its files during the pendency of the Chapter 7 Case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, PH will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a). In that regard, PH intends to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client has already been disclosed in this Declaration in one capacity (*i.e.*, as a bank), and the client appears in a subsequent conflicts search in a different capacity (*i.e.*, as a lessor), then PH does not intend to disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

16. Without obtaining appropriate waivers where necessary or appropriate, PH will not represent the Trustee in an adversary proceeding commenced against any current client of PH. PH will not represent any current client on any matter adverse to the Trustee or the Debtor's estate in the Chapter 7 Case while retained as the Trustee's co-counsel in the Chapter 7 Case.

17. Except as set forth herein, and based upon the information available to me, neither I, PH, nor any partner or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Trustee or the Debtor's estate in the matters upon which PH is to be employed in the Chapter 7 Case. PH has no connection to the Debtor, his creditors, or their related parties except as may be disclosed in this Declaration (as may be supplemented from time to time). The proposed engagement of PH is not prohibited by or improper under Bankruptcy Rule 5002(a).

#### **SPECIFIC DISCLOSURES**

18. As specifically set forth below and in the attached appendices, PH represents or has represented certain of the Debtor's creditors, or other Potential Parties-in-Interest in matters

unrelated to the Debtor or the Chapter 7 Case. Specifically, PH currently represents, or has represented, entities or affiliates of entities that may have direct or indirect claims or interests against the Debtor that are listed on the attached Appendix 2. Based on my review of the parties on Appendix 2, I do not believe that PH holds or represents an interest adverse to the estate because of its representation of certain Potential Parties-in-Interest in matters that are unrelated to this Chapter 7 Case. Moreover, pursuant to Bankruptcy Code sections 327(c), PH is not disqualified from acting as co-counsel to the Trustee merely because it represents or has represented the Debtor's creditors, professionals or other Potential Parties-in-Interest in matters unrelated to the Debtor, or the Chapter 7 Case. PH has not represented, does not represent, and will not represent any entities listed on Appendix 2 in matters directly related to the Debtor or this Chapter 7 Case.

19. Except as specifically set forth below, PH's ongoing representation of the Appendix 2 entities do not involve or relate to the Debtor, the estate or this case. The determination of whether a client is a "former client" is based on the date of the last activity in the Firm's billing software system being five (5) or more years prior to the date on which PH was retained by the Trustee or the engagement of that client having been concluded or terminated. The designation of a former client may not foreclose a continuing attorney-client privilege.

20. I do not believe that PH's past or current representations of the parties listed on Appendix 2 in matters unrelated to the Debtor, the estate or the Chapter 7 Case constitute interests or representations adverse to the Debtor or the estate with respect to the matters on which PH is to be employed.

#### **PH'S RATES AND BILLING PRACTICES**

24. PH intends to charge the Trustee for services rendered in the Chapter 7 Case at PH's normal hourly rates in effect at the time the services are provided. PH operates in a complicated, national marketplace for legal services in which rates are driven by multiple factors

relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, reputation, the nature of the work involved, and other factors. Because the sub-markets for legal services are fragmented and are affected by a variety of individualized and interdependent factors, PH does not have one rate that applies to an individual biller for all matters for all clients. PH's rates for an individual biller may vary as a function of the type of matter, geographic factors, the nature of certain long-term client relationships, and various other factors.

25. PH's hourly rates are set at a level designed to compensate PH fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first PH fee application following such adjustments) and are consistent with the rates charged elsewhere. PH's hourly rates for matters related to the Chapter 7 Case range as follows:

<u>Category of Service Provider</u>	<u>Low/High</u>
Partners	\$520/\$1,100
Of Counsel	\$400/\$1,100
Associates/Staff Attorneys	\$420/\$805
Paralegals	\$310/\$470
Technical Advisors	\$315/\$495

26. Additionally, it is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case, subject to any modification to such policies that PH may be required to make to comply with the applicable general orders of this Court, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court. These charges and disbursements include (without limitation) costs for photocopying, electronic data management services, including scanning and document imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings. PH professionals may

also charge overtime meals and overtime transportation to the Trustee consistent with prepetition practices. The Firm will charge the Trustee for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients.

27. The Application requests approval of the retention of PH on rates, terms, and conditions consistent with what PH charges bankruptcy clients. Subject to these terms and conditions, PH will file applications with the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in the Chapter 7 Case in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders entered in the Chapter 7 Case governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against PH's reasonable fees and expenses to be determined at the conclusion of the Chapter 7 Case.

28. Other than the periodic adjustments described above, PH's hourly rates and financial terms of the prepetition engagement are consistent with the hourly rates and financial terms of the engagement proposed herein. These hourly rates are consistent with the rates that PH charges other comparable clients, regardless of the jurisdiction in which the case is filed. PH and the Trustee have not agreed to any variations from, or alternatives to, PH's standard billing arrangements for this engagement.

29. PH intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with the Chapter 7 Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy

Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court.

30. All billing records filed in support of fee applications will use an open and searchable LEDES or other electronic data format. PH's monthly fee statements and interim and final applications for compensation and reimbursement of expenses will use the U.S. Trustee's standard project categories. All billings will be recorded in increments of 0.1 of an hour.

31. The Trustee has reviewed and approved PH's standard rate structure as set forth herein and determined that it is appropriate and is not significantly different from (a) the rates that PH charges for other bankruptcy representations or (b) the rates of other comparably skilled professionals. PH and the Trustee have not agreed to any variations from, or alternatives to, PH's standard billing arrangements for this engagement.

32. No promises have been received by PH, or any partner, counsel, or associate thereof, as to payment or compensation in connection with the Chapter 7 Case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Except for sharing arrangements among PH, its affiliated law practice entities, and their respective members, in accordance with section 329 of the Bankruptcy Code and Bankruptcy Rule 2016(b), PH has not entered into any agreements, express or implied, with any other party in interest, including the Trustee, the Debtor, any creditor, or any attorney for such party in interest in the Chapter 7 Case for (a) the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) payment

of compensation in connection with the Chapter 7 Case other than in accordance with the applicable provisions of the Bankruptcy Code.

33. The foregoing constitutes the statement of PH pursuant to Bankruptcy Code Sections 327(a) and 330, Bankruptcy Rules 2014(a) and 2016(b), and Bankruptcy Local Rules 2014-1 and 2016-1.

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 3, 2024

Houston, Texas

By: /s/ Joshua W. Wolfshohl  
Joshua W. Wolfshohl

**APPENDIX 1**

**Potential Parties in Interest**

### Potential Parties in Interest

#### **Debtor & Professionals**

Alexander E. Jones,  
Free Speech Systems, LLC  
Crowe & Dunlevy, P.C.  
BlackBriar Advisors, LLC  
Rachel Kennerly, LLC  
Martin, Disiere, Jefferson & Wisdom  
L.L.P.

#### **Unsecured Creditors, Litigation**

##### **Claimants, and other Parties in Interest**

Addshoppers, Inc.  
ADP Total Source Insurance  
ADP TotalSource Payroll  
Airco Mechanical, LTD  
AIS Portfolio Services, LLC  
Aldenberg, William  
Ally Auto  
Ally Bank  
Amazon Marketplace  
Amazon Payments, Inc.  
Amazon Web Services  
Amazon.com, Inc.  
American Express  
American Media/Reality Zone  
Andrews, Christopher  
Ash, Erica L.  
AT&T, Inc.  
Atomial LLC  
AWIO Web Services LLC  
Balcones Recycling Inc.  
Bank of America N.A.  
Barden, Jacqueline  
Barden, Mark  
Biodec, LLC

Blott, Jacquelyn  
Campco  
Chelsea Green Publishing  
City of Austin  
Cloudflare, Inc.  
Coan, Richard M.  
Constant Contact, Inc.  
Copycat Legal PLLC  
CustomTattoNow.com  
David Icke Books Limited  
De La Rosa, Veronique  
Deese, Stetson  
Delassio, Joey  
eBay  
eCommerce CDN LLC  
Edgecast, Inc.  
Elevated Solutions Group  
EPS, LLC  
ERM Protect  
Evident Tax, LLC  
Fontaine, Marcel  
Frost Insurance Agency  
FW Robert Broadcasting Co  
Getty Images, Inc  
Gilmore, Brennan  
Gracenote  
Greenair, Inc  
Gucciardi, Anthony  
Haivision Network Video  
HBOMax  
Hensel, Jennifer  
Heslin, Neil  
High Gabriel Water Supply Corporation  
d/b/a Texas Water

High Gabriel Water Supply Corporation  
d/b/a Texas Water Spectrum  
Hockley, Ian  
Hockley, Nicole  
Hulu, LLC  
Ickonic Enterprises Limited  
Independent Publishers Group  
Iron Mountain, Inc  
JCE SEO  
Jones, Carol  
Jordan, Shelby A.  
JW JIB Productions, LLC  
KI4U.com  
Klayman, Larry  
Konica Minolta Premier Finance  
Lafferty, Erica  
Lair, Justin  
Lewis, Scarlett  
Lincoln-Remi Group, LLC  
LIT Industrial  
Logo It, LLC  
Lumen/Level 3 Communications  
Magento  
Magill, J. Patrick  
Microsoft Bing Ads  
Microsoft Online, Inc.  
Miller, Sean  
mongoDB Cloud  
MRJR Holdings, LLC  
Music Videos Distributors  
MVD Entertainment Group  
Netflix, Inc.  
NetSuite Inc  
New Relic  
Newegg.com

One Party America, LLC	Skousen, Joel	U.S. Legal Support
Orkin, Inc.	Skyhorse Publishing	Uline Shipping Supply
Parker, Robert	SLNT	Vazquez, Valdemar Rodriguez
Payarc	Soto, Carlos M.	Verizon
Paymentus	Soto, Dona	Verizon Edgecast
Paz Law, LLC	Soto, Donna	Vultr
Percision Oxygen	Soto, Jillian	Waste Connections Lone Star, Inc.
Perfect Imprints.com	Soto-Marino, Jillian	Water Event - Pure Water Solutions
Perkins, Wes	Soto-Parisi, Carlee	Watson, Paul
Pipe Hitters Union, LLC	Sparkletts & Sierra Springs	Westwood One, LLC
Post Hill Press, LLC	Spectrum	Wheeler, David
Poulsen, Debra	Spectrum Enterprise aka Time Warner	Wheeler, Francine
Power Reviews, Inc.	Cable	Willow Grove Productions
Pozner, Leonard	Stamps.com	Wisconsin Dept. of Revenue
PQPR Holdings Limited, LLC	Stone Edge Technologies, Inc	WMQM-AM 1600
Precision Camera	Stratus Technologies	WWCR
Private Jets, LLC	Studio 2426, LLC	Your Promotional Products, LLC
Protection 1 Alarm	Sweetwater Holdings Group, Inc.	Zendesk, Inc
Public Storage	Synergy North America, Inc.	Zoom US
Pullman & Comley, LLC	TD Canada Trust	<b>Other Professionals</b>
Randazza Legal Group	Texas Comptroller	The Akers Law Firm PLLC
Rapid Medical	Texas Comptroller of Public Accounts,	Akin Gump Strauss Hauer & Feld LLP
RatsMedical.com	Revenue Accounting Division	Battaglia, Raymond William
Ready Alliance Group, Inc.	Texas Disposal Systems, Inc	Chamberlain, Hrdlicka, White,
Renaissance	Texas Gas Service	Williams & Aughtry P.C.
Resistance Manifesto	Textedly	Cain & Skarnulis PLLC
Restore America	The Creative Group	Chapple, Ryan E.
Richman, Jeremy	The Hartford	Civil Rights Clinic
Sadowski, Christopher	The Steam Team, Inc	Freeman, Elizabeth Carol
Schmidt, Robert	Third Coast Graphics, Inc	Haselden, Melissa A
Security Bank of Crawford	Thomas, David	Hawash Cicack & Gaston LLP
Security Bank of Texas	Tolentino, Gabriela	Jackson Walker LLP
Sherlach, William	Travelers	Jordan & Ortiz, P.C.
Simon & Schuster	Travis County	Kaster Lynch Farrar & Ball LLP
SintecMedia NYC, Inc. DBA Operative	Travis County MUD 3	Koskoff Koskoff & Bieder
Sirius XM Holdings, Inc.	Travis County WCID 17	

Law Office of Liz Freeman  
McCarthy & Holthus, LLP  
McDowell Hetherington LLP  
Martin, Jarrod B.  
Ortiz, Antonio  
Pattison Law Firm, P.C.  
Paul Weiss Rifkin & Garrison, LLP  
Reeves Law, PLLC  
Ruff, Jayson B.  
Stephen A. Roberts, P.C.  
Streusand, Landon, Ozburn & Lemmon,  
LLP  
Waller Lansden Dotch & Davis, LLP  
Wilkie Farr & Gallagher LLP  
Williams, Randy  
Zeisler & Zeisler, P.C.

**U.S. Bankruptcy Judges and Staff**  
Chief Judge Eduardo V. Rodriguez  
Judge Marvin Isgur  
Judge Christopher M. Lopez  
Judge Jeffrey P. Norman  
Ana Castro  
Tracey Conrad  
Jeannie Chavez  
LinhThu Do  
Tyler Laws  
Kimberly Picota  
Vriana Portillo  
Mario Rios

**U.S. Trustee Personnel**  
Alicia Barcomb  
Jacqueline Boykin  
Luci Johnson-Davis

Hector Duran  
Barbra Griffin  
Brian Henault  
Linda Motton  
Ha Nguyen  
Glenn Otto  
Yasmin Rivera  
Jayson B. Ruff  
Millie Sall  
Patricia Schmidt  
Christy Simmons  
Gwen Smith  
Stephen Statham  
Christopher R. Travis  
Clarissa Waxton  
Jana Whitworth

**APPENDIX 2**

**Current or Former Clients**

**Current<sup>1</sup> or Former Clients**

<b>Matched Entity</b>	<b>Category with Respect to Party in Interest<sup>2</sup></b>	<b>Relationship to Party</b>
Bank of America, N.A.	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Current Client
City of Austin	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Current Client
Chamberlain, Hrdlicka, White, Williams & Aughtry P.C.	Other Professionals	Former Client
Freeman, Elizabeth	Other Professionals	Current Client
Jackson Walker LLP	Other Professionals	Former Client
The Harford	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
Klayman, Larry	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
Macgill, J. Patrick	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
McDowell Hetherington LLP	Other Professionals	Current Client
Travelers	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
Travelers Property & Casualty	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
Travelers Insurance Companies	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client

<sup>1</sup> Except as specifically disclosed in the Wolfshohl Declaration, PH does not represent the Current Clients or Former Clients in any matters that are connected to the Chapter 7 Case or adverse to the Debtor's estate.

<sup>2</sup> These categories are for purposes of a conflict check only. They should not be relied upon by any party as a list of creditors or for any other purpose.

Travelers Property Casualty Company of America	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
U.S. Legal Support	Unsecured Creditors, Litigation Claimants, and other Parties in Interest	Former Client
Williams, Randy	Other Professionals	Current Client